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Attorneys for Plaintiff  
LIBERTY MUTUAL INSURANCE COMPANY

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

LIBERTY MUTUAL INSURANCE  
COMPANY, a Massachusetts corporation,

Plaintiff,

v.

CONSTRUCTION DEVELOPERS, INC., a  
California corporation; CONSTRUCTION  
DEVELOPERS, INC. dba CALIFORNIA  
DOME BUILDERS, a California business  
entity; WILLIAM FRANK CORNELL IV,  
an individual; JOSEPH J. TRONCOSO, JR.,  
an individual, inclusive,

Defendants.

Case No. 1:20-cv-01724-SKO

**AMENDED STIPULATION RE  
NOTICE OF SETTLEMENT AND  
ORDER THEREON**

(Doc. 29)

Plaintiff LIBERTY MUTUAL INSURANCE COMPANY (“Liberty”) on the one  
hand, and Defendants CONSTRUCTION DEVELOPERS, INC. (“Construction  
Developers”); CONSTRUCTION DEVELOPERS, INC. dba CALIFORNIA DOME  
BUILDERS (“California Dome Builders”); WILLIAM FRANK CORNELL IV (“Cornell”);  
and JOSEPH J. TRONCOSO, JR. (“Troncoso”) (collectively, “Defendants”) on the other  
hand, by and through their respective counsel, hereby agree and stipulate as follows:

1.

1           1.       Liberty and Defendants reached a conditional settlement, and executed a  
2 written Settlement Agreement. Per the terms of the Settlement Agreement, Defendants were  
3 allowed to make settlement payment to Liberty over time, with the final payment to be made  
4 no later than April 22, 2022. Defendants did not complete the settlement payment due to  
5 Liberty by April 22, 2022.

6           2.       Thereafter, Liberty and Defendants entered into an Addendum to Settlement  
7 Agreement, whereby Defendants were given an additional amount of time, up to and  
8 including July 21, 2022, to make the settlement payment due to Liberty.

9           3.       Based on the original Settlement Agreement, Liberty and Defendants  
10 executed and filed a *Stipulation re Notice of Settlement; and [Proposed] Order Thereon*  
11 (ECF 27).

12           4.       Based on the *Stipulation re Notice of Settlement; and [Proposed] Order*  
13 *Thereon* (ECF 27), this Court entered a *Minute Order* (ECF 28), wherein the Court noted the  
14 “parties request that the Court vacate all pending case dates and set a status conference in  
15 September 2022.” Within the *Minute Order* (ECF 28), the Court stated:

16                   While this Court will not at this time set a status conference, it  
17                   hereby, for good cause shown and pursuant to Local Rule 160(b),  
18                   GRANTS the parties’ joint request to vacate dates and ORDERS  
19                   that, by no later than September 15, 2022, the parties shall file  
20                   dispositional documents requesting the dismissal of the action due  
21                   to a settlement. All other deadlines and hearings are VACATED.  
22                   If necessary, the parties may renew their request for a status  
23                   conference on September 15, 2022, in lieu of filing dispositional  
24                   documents.

25 *Minute Order* (ECF 28).

26           5.       Defendants want to make the settlement payment to Liberty, and requested  
27 more time to do so. Rather than pursuing litigation in this case, Liberty and Defendants  
28 entered into an Addendum to Settlement Agreement whereby Defendants were given an

1 additional amount of time, potentially up to and including July 2022, subject to certain  
2 conditions and requirements, to make the settlement payment due to Liberty.

3 6. Consequently, Liberty and Defendants stipulate and request that the deadline  
4 to file dispositional documents requesting the dismissal of the action due to settlement be  
5 continued ninety (90) days from September 15, 2022, to December 14, 2022.

6 **SO STIPULATED AND AGREED.**

7  
8 Dated: May 16, 2022

WOLKIN • CURRAN, LLP

9 /s/ James D. Curran  
10 James D. Curran  
11 Attorneys for Plaintiff,  
12 LIBERTY MUTUAL INSURANCE  
13 COMPANY

14  
15 Dated: May 16, 2022

QUALL CARDOT LLP

16 /s/ Matthew W. Quall  
17 Matthew W. Quall  
18 Matthew R. Dardenne  
19 Attorneys for Defendants,  
20 CONSTRUCTION DEVELOPERS, INC.;  
21 CONSTRUCTION DEVELOPERS, INC. dba  
22 CALIFORNIA DOME BUILDERS;  
23 WILLIAM FRANK CORNELL IV; and  
24 JOSEPH J. TRONCOSO, JR.  
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**ATTESTATION – CIVIL LOCAL RULE 131(e)**

I attest under penalty of perjury under the laws of the United States of America that, in accordance with Local Rule 131(e) of the United States District Court, Eastern District of California, I have obtained the concurrence of Matthew W. Quall, counsel for Defendants, CONSTRUCTION DEVELOPERS, INC., a California corporation; CONSTRUCTION DEVELOPERS, INC. dba CALIFORNIA DOME BUILDERS, WILLIAM FRANK CORNELL IV, an individual; and JOSEPH J. TRONCOSO, JR., an individual, in the filing of this document.

Dated: May 16, 2022

WOLKIN • CURRAN, LLP

/s/ James D. Curran  
James D. Curran  
Attorneys for Plaintiff  
LIBERTY MUTUAL INSURANCE  
COMPANY

**ORDER**

The Court, having reviewed the above Amended Stipulation re Notice of Settlement (Doc. 29), and good cause appearing, hereby ORDERS that the deadline to file dispositional documents requesting the dismissal of the action due to settlement is continued ninety (90) days from September 15, 2022, to December 14, 2022.

IT IS SO ORDERED.

Dated: **May 16, 2022**

/s/ Sheila K. Oberto  
UNITED STATES MAGISTRATE JUDGE